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RECORDING REQUESTED BY:

Harry M. and Carol Jean Anthony
331 Cypress Point Drive
Mountain View, California 94043-4809

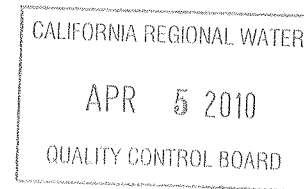
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SANTA CLARA COUNTY CLERK-RECORDER

WHEN RECORDED, MAIL TO:

Harry M. and Carol Jean Anthony
331 Cypress Point Drive
Mountain View, California 94043-4809

and to

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612



and to

Thomas H. Clarke, Jr., Esq.
Ropers Majeski Kohn & Bentley
201 Spear Street, Suite 1000
San Francisco, CA 94105

**COVENANT AND ENVIRONMENTAL RESTRICTION ON PROPERTY
(Civil Code Section 1471)**

Assessor's Parcel No. 154-02-001

1710 Villa Street
Mountain View, California

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 30th day of January, 2010, by Harry M. Anthony and Carol Jean Anthony (collectively, the "Covenantor") who are the Owner of record of that certain property situated at 1710 Villa Street, in the City of Mountain View, County of Santa Clara, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "BOARD"). Covenantor and the Board further intend that the provisions of this Covenant also be for the

benefit of the U.S. Environmental Protection Agency ("U.S. EPA") as a third-party beneficiary. This Covenant is based on the following facts:

ARTICLE 1 STATEMENT OF FACTS

1.1 The Burdened Property is located at 1710 Villa Street in the City of Mountain View ("Burdened Property"). The Burdened Property consists of 2.05 acres and is currently owned by Harry M. Anthony and Carol Jean Anthony.

1.2 A portion of the groundwater at the Burdened Property is contaminated by volatile organic compounds, principally tetrachloroethene (PCE) and other associated products. These substances constitute hazardous materials as that term is defined in Health & Safety Code Section 25260.

1.3 The Burdened Property was formerly used by Jasco Chemical Company ("Jasco") for purposes of prepackaging bulk chemicals into small containers and the blending of chemicals to produce products such as paint removers. Bulk chemicals were received from tankers and were stored in underground storage tanks.

1.4 On October 4, 1989, the Burdened Property was listed on the U.S. EPA National Priorities List. The Record of Decision for the Burdened Property ("ROD") was signed on September 30, 1992.

1.5 Cleanup efforts were undertaken in connection with the ROD, including soil excavation, soil vapor and dual phase extraction, and groundwater extraction and treatment. Results from confirmation soil samples collected in 2002 after soil remediation confirmed that the site soils have achieved cleanup goals. Concentrations of target constituents in groundwater have been below cleanup standards since April of 2002 with the exception of tetrachloroethene (PCE) and a degradation product. The concentration of PCE has been in excess of the Maximum Contaminant Level set for drinking water. U.S. EPA has concluded that the PCE has emanated from an off-site source, and that U.S. EPA will not require Jasco or the Covenantor to remediate the PCE or its degradation products.

1.6 The Burdened Property is currently vacant, and is adjacent to Commercial and Residential land uses. It is also bordered by public thoroughfares and regional rail line.

1.7 The BOARD and U.S. EPA have concluded that the Burdened Property does not present an unreasonable risk to human health and the environment provided that access to groundwater and subsurface activities are restricted or are performed in a manner that meets the requirements of the BOARD and/or U.S. EPA.

ARTICLE 2 DEFINITIONS

2.1 BOARD. "BOARD" means the State of California by and through the California Regional Water Quality Control Board for the San Francisco Bay Region and includes its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean any building, road, driveway, regrading, and paved parking or paved area, constructed or placed upon any portion of the Burdened Property.

2.3 U.S. EPA. "U.S. EPA" means the United States Environmental Protection Agency and includes its successor agencies, if any.

2.4 Burdened Property. "Burdened Property" means the 2.05 acre parcel located at 1710 Villa Street, Mountain View, California, more particularly described and depicted in Exhibit A, attached hereto.

2.5 Owner. "Owner" shall mean the Covenantor or any successors in interest, including heirs and assigns, who hold title to all or any portion of the Burdened Property during their ownership of all or any portion of the Burdened Property.

2.6 Occupant. "Occupant" means any person or entity entitled by leasehold or other legal relationship with the Owner to the right to occupy any portion of the Burdened Property.

ARTICLE 3 GENERAL PROVISIONS

3.1 This Covenant is an environmental covenant provided for the Civil Code section 1471 and required by the Board because the Burdened Property is contaminated by hazardous materials as defined in section 25260 of the Health and Safety Code.

3.2 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively, "Restrictions"), upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth herein are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the BOARD and all Owners and Occupants, as well as for the benefit of U.S. EPA as a third-party beneficiary. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion or aspect of the Burdened Property. Each and all of the Restrictions run with the land pursuant to § 1471 of the Civil Code.

Each and all of the Restrictions are enforceable by the BOARD and U.S. EPA; provided, however, that in the event of conflict between the decisions of the BOARD and the U.S. EPA, the decisions of the U.S. EPA shall control.

3.3 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the BOARD, all Owners and Occupants of the Burdened Property, and U.S. EPA (as a third-party beneficiary), and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

3.4 Apportionment of Burden among Multiple Owners. Where ownership of the Burdened Property is held by multiple persons, holding by several titles, the burdens imposed by this Covenant shall be apportioned between them proportionate to the value of the property held by each owner, if such value can be ascertained, and if not, then according to their respective interests in point of quantity. (Cal. Civ. Code, § 1467)

3.5 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

ARTICLE 4 ENVIRONMENTAL RESTRICTIONS

4.1 Requirements Regarding Groundwater.

4.1.1 No use of the Burdened Property shall result in the drilling of wells into and/or extraction of groundwater for any use other than remediation or monitoring. No use of the Burdened Property shall result in any excavation of soil that is saturated with groundwater or is part of any aquifer or perched zone for any use other than remediation or monitoring without prior approval by U.S. EPA and the BOARD of mitigative measures to prevent contact with site groundwater or ingestion or transport of fugitive dust, or of demonstration that the activity will not present an unacceptable risk to public health and safety.

4.1.2 No use of the Burdened Property shall result in the use, removal, or modification of existing groundwater monitoring or extraction wells on the Burdened Property without the prior approval of U.S. EPA and the BOARD.

4.1.3 No use of the Burdened Property shall result in the construction of underground structure without engineering controls to adequately mitigate the accumulation of vapors in occupied spaces and prevent the intrusion of groundwater, or demonstration to the

prior approval of U.S. EPA and the BOARD that the construction of the structure will not present an unacceptable risk to public health and safety.

4.1.4 Removal and off-site disposal of site groundwater shall be in compliance with applicable local, state, and federal hazardous waste handling, transport, and disposal requirements.

4.2 Requirements Regarding Subsurface Soil.

4.2.1 No use of the Burdened Property shall result in soil disturbance (excavating, grading, removal, trenching, filling, earthmoving, or mining) without prior approval by U.S. EPA and the BOARD of mitigative measures to prevent contact with site groundwater or ingestion or transport of fugitive dust, or of demonstration that the activity will not present an unacceptable risk to public health and safety.

4.2.2 No use of the Burdened Property shall result in the construction of underground structure without engineering controls to adequately mitigate the accumulation of vapors in occupied spaces or demonstration to the prior approval of U.S. EPA and the BOARD that the structure will not present an unacceptable risk to public health and safety.

4.2.3 Removal and off-site disposal of site soils shall be in compliance with applicable local, state, and federal hazardous waste handling, transport, and disposal requirements.

4.3 Access. The Covenantor agrees that the BOARD, and/or any persons acting pursuant to BOARD orders, shall have reasonable access to the Burdened Property for the purposes of inspection, surveillance, maintenance, or monitoring, as provided for in Division 7 of the Water Code. Such access will be upon seven days written notice.

4.4 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in Article 4, shall be grounds for the BOARD, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the BOARD to file civil actions against the Owner as provided by law.

ARTICLE 5 NOTICE OF AGREEMENTS

5.1 Enforcement. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the Burdened Property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a Covenant and Environmental Restriction on Property dated as of _____, 2010, and recorded on _____, 2010, in the Official Records of Santa Clara County,

California, as Document No. _____, which Covenant and Environmental Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

5.2 Conveyance of Property. The Owner shall provide notice to the Board and the U.S. EPA not later than thirty (30) days after any conveyance of any ownership interest in the Burdened Property (excluding mortgages, liens, and other non-possessory encumbrances). The Board and U.S. EPA shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE 6 VARIANCE AND TERMINATION

6.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant. No variance may be granted under this Paragraph 6.1 without prior review of and prior concurrence on the variance by U.S. EPA. Any approved variance shall be recorded in the Office of the Recorder of Santa Clara County, California, by the person or entity granted the variance.

6.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property. No termination may be granted under this Paragraph 6.2 without prior review of and prior written concurrence on the termination by U.S. EPA. Any termination shall be recorded in the Office of the Recorder of Santa Clara County, California.

6.3 Term. Unless terminated or modified in accordance with the paragraphs above, by law, by the BOARD in the exercise of its discretion, with U.S. EPA's prior review and concurrence, this Covenant shall continue in effect in perpetuity.

ARTICLE 7 MISCELLANEOUS

7.1 No Dedication or Taking Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

7.2 Notices. Any notice, demand, or other communication given in connection with this Covenant shall be in writing and shall be delivered as follows:

If to Owner:

Harry & Carol Anthony
331 Cypress Point Drive
Mountain View, California 94043-4809

With a copy to:

Thomas H. Clarke, Jr.
RMKB
201 Spear Street, Suite 1000
San Francisco, CA 94105

If to the BOARD:

Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

If to U.S. EPA:

U.S. Environmental Protection Agency
Region 9
Attn.: Superfund Site Remediation Branch
75 Hawthorne Street
San Francisco, CA 94105

Such notice, demand or other communications shall be deemed effective (a) on the day when delivered, if personally delivered to the person being served or official of a government agency being served; (b) seven (7) business days after deposit in the mail; or, (c) on the day that the return receipt is signed, whichever is sooner. Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice as set forth herein.

7.3 Partial Invalidity. If any portion of the Restrictions or any other term set forth herein is determined by a court of competent jurisdiction to be invalid for any such reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

7.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

7.5 Representative Authority. The undersigned representative of each party to this Covenant certifies he or she is fully authorized to enter into the terms and conditions contained herein and to execute and legally bind that party to this Covenant.

7.6 Statutory References. All statutory references include successor provisions.

7.7 Counterparts. This Covenant may be executed in counterparts.

7.8 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the BOARD. This instrument shall be recorded by the Covenantor in the County of Santa Clara within ten (10) days of the date of execution by Covenantor and the BOARD.

7.9 Third-Party Beneficiary. U.S. EPA's right as a third-party beneficiary of this Covenant shall be construed pursuant to principles of contract law under the statutory and common law of the State of California.

7.10 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

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IN WITNESS WHEREOF, the Parties execute this Covenant.

COVENANTOR: HARRY AND CAROL JEAN ANTHONY

By: Harry Nathan Anthony
Name: HARRY NATHAN ANTHONY
By: Carol Jean Anthony
Name: CAROL JEAN ANTHONY
Date: JANUARY 30, 2010

STATE OF CALIFORNIA)
COUNTY OF Santa Clara)

On this 30th day of January, in the year 2010, before me

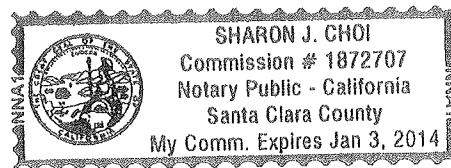
Sharon J. Choi, Notary Public, personally appeared
Harry Anthony & Carol Jean Anthony, personally known to me

(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are)
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies). And that by his/her/their signature(s) on the instrument
the person(s) or by the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

I certify under PENALTY OF PERJURY
under the laws of the State of California
that the foregoing paragraph is true & correct.

Signature [Signature]



By: Bruce H. Wolfe
Name: Bruce H. Wolfe
Title: Executive Officer
Date: February 24, 2010

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA)

WITNESS my hand and official seal.

Notary Signature Kathleen L. Kawahara
Notary Public



Notary Seal Declaration

Pursuant to Govt. Code 27361.7, I certify under penalty of perjury that the notary seal on the document to which this declaration is attached reads as follows:

Name of Notary: *Sharon J. Chui*

Commission Number: *1872707*

Place of Execution: *State of CA, County of Santa Clara*

Date Commission Expires: *01-03-2014*

Date: *01-30-10*


A handwritten signature in cursive script, appearing to read 'Sharon J. Chui', written over a horizontal line.

Exhibit A

Property Description

Tom, this is for 1710 Villa Street, the old Jasco property. I copied it with its odd capital letters from Page 8 of the 2001 Preliminary Report of the First American Title Guaranty Company in Pleasanton. It says it is a legal description. The map included on the next page is also from that report. I hope the extra four arrows do not confuse the issue.

EXHIBIT A

Property Description

"Parcel B, as shown on that certain Map filed for record in the office of the Recorder of the County of Santa Clara, State of California on November 5, 1976, in Book 382 of Maps page(s) 56."

